

EXHIBIT 25

EXHIBIT E

06/19/2013

Case 2:11-cv-08626-DSF -JCG Document 23-1 Filed 11/09/11 Page 5 of 102 Page ID
#:962

This page is part of your document - DO NOT DISCARD



20091452803



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

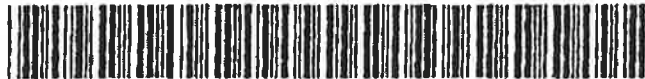
09/24/09 AT 08:00AM

Pages:
0003

FEES:	15.00
TAXES:	0.00
OTHER:	0.00
PAID:	15.00



LEADSHEET



200909240210009

00001243416



002325401

SEQ:
03

DAR - Title Company (Hard Copy)



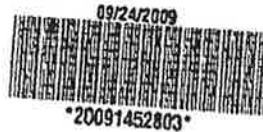
THIS FORM IS NOT TO BE DUPLICATED

135

00112013

Case 2:11-cv-08626-DSF -JCG Document 23-1 Filed 11/09/11 Page 6 of 102 Page ID
#:963

Recording Requested By
When Recorded Mail To



Cal-Western Reconveyance Corp.
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

1241071-14 *NOBXR*
Trustee Sale No. 1241071-14
090663370

Space Above This Line For Recorder's Use

Loan No. XXXXXX6453 Ref: SMITH, TIA DANIELLE

NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$25,509.83 as of September 23, 2009, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC

C/O CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON 9004 CA 92022-9004
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

3

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.** 3

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a deed of trust dated November 13, 2006 executed by

TIA DANIELLE SMITH, AN UNMARRIED WOMAN
as trustor, to secure certain obligations in favor of

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN
MORTGAGE NETWORK, INC., A DELAWARE CORPORATION A CORPORATION
as beneficiary

recorded as document 20062729009 on December 08, 2006 in book XX page XX official records in the
office of County Recorder
of LOS ANGELES County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

said obligations including a promissory note for the principal sum of \$556,000.00
that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in
that payment has not been made of:

Failure to pay the monthly payment due November 1, 2008 of principal and interest and subsequent
installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary
pursuant to the terms and conditions of said deed of trust.

That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee
such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does
hereby declare all sums secured thereby immediately due and payable and has elected and does hereby
elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to
California Civil Code § 2923.5(h) declares that the mortgagee, beneficiary or the mortgagee's
or beneficiary's authorized agent has either contacted the borrower or tried with due diligence
to contact the borrower as required by California Civil Code 2923.5.

T.S. 1241071-14

Dated: September 23, 2009

CAL-WESTERN RECONVEYANCE CORPORATION

Signature By

Rhonda L. Rorie

Rhonda L. Rorie